

CAUSE NO. 153-357912-24

**PERUNA GLASS INC., d/b/a GLASS
DOCTOR OF NORTH TEXAS**

Plaintiff,

v.

**AZTECA DESIGNS, INC., d/b/a
AZTECA DESIGNS AND
CONSTRUCTION, and
CECILIA CASTELLANO**

Defendants.

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IN THE DISTRICT COURT

____ JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

COMES NOW, Plaintiff Peruna Glass, Inc., d/b/a Glass Doctor of North Texas (“Plaintiff” or “Glass Doctor”) and files this, its Original Petition, complaining of Defendants Azteca Designs, Inc., d/b/a Azteca Designs and Construction (“Azteca”) and Cecilia Castellano (“Castellano”), and in support thereof, respectfully shows the Court as follows:

I. DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 1 of Texas Rule of Civil Procedure 190.2. Pursuant to Texas Rule of Civil Procedure 169, Plaintiff seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

II. PARTIES

2. Plaintiff Glass Doctor is a Texas corporation with its principal place of business in Dallas County, Texas.

3. Defendant Azteca is a Texas corporation located at 20956 Somerset Road, Somerset, Texas 78069. It may be served through its registered agent, Cecilia Castellano, at 20956 Somerset Road, Somerset, Texas 78069, or wherever she may be found.

4. Defendant Cecilia Castellano is the President and Chief Executive Officer of Defendant Azteca. She may be served at 20956 Somerset Road, Somerset, Texas 78069, or wherever she may be found.

III. RULE 47 STATEMENTS

5. The damages sought herein are within the jurisdictional limits of this Court. This Court has subject matter jurisdiction over this case and these parties because Plaintiff seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

IV. JURISDICTION

6. This Court has personal and subject matter jurisdiction of this lawsuit because the amount in controversy, exclusive of attorney's fees and costs, is within the jurisdictional limits of the Court; the Defendants are Texas residents; and all or a substantial portion of the facts giving rise to this lawsuit occurred in Texas.

V. VENUE

7. Venue is proper in Tarrant County, Texas, because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Tarrant County. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1). Further, the contract at issue was to perform construction services for property located in and belonging to Tarrant County. TEX. CIV. PRAC. & REM. CODE § 15.092.

VI. FACTUAL BACKGROUND

8. Plaintiff provides glass and glass installation services for both commercial and residential properties. It contracts directly with the property owner or provides its products and services as a subcontractor depending on the particular project.

9. Defendant Azteca hired Plaintiff as a subcontractor to install glass as part of a finish-out and renovations project on a property belonging to Tarrant County, located at 200 Taylor, Fort Worth, Texas 76102 (the "Project"). On or about November 27, 2023, Azteca drafted a contract entitled "Project Agreement" between it and Glass Doctor memorializing each party's obligations related to the Project (the "Agreement"). This Agreement included detailed information about the Project, including the parties to be bound (Azteca was identified as "General Contractor" and Glass Doctor as "Subcontractor"); the parties' addresses; a specific job number; the Project name and address; the contracted amount of \$49,643.36 payable to Glass Doctor in defined payment intervals; and six separate exhibits related to the Project.

10. Glass Doctor and Azteca worked together on the Project in a manner consistent with the Agreement's terms and conditions. During construction, another subcontractor allegedly caused damage at the Project. Azteca requested Glass Doctor supply replacement glass for which Azteca would pay pursuant to a Glass Doctor invoice. Azteca agreed to pay Glass Doctor an additional \$18,487.77 to complete the repair work, with payment due upon completion (the "Repair Work"). Azteca agreed to issue payment pursuant to the Agreement as well as on the Repair Work but has yet to pay despite Glass Doctor's completed work, its repeated requests, and Azteca's promises to do so.

11. Defendant Azteca's representatives, at the direction of Defendant Castellano, made numerous representations regarding Azteca's promise to issue payment if Glass Doctor would go ahead and complete its work on the Project. Defendant Castellano also made similar

representations to Glass Doctor. These representations were false when made and intended to induce Glass Doctor to continue working on the Project based on the promise of payment upon completion, despite that payment being already owed pursuant to the Agreement and the Repair Work's invoice.

12. Glass Doctor performed additional work for which it was already owed as a direct result and in reliance of those representations. Defendants obtained the benefit of Glass Doctor's work for which it has yet to pay.

13. Defendants began nitpicking about additional issues as a reason for failing to issue payment. First, part of the Project was not built pursuant to written plans. Glass Doctor notified Azteca of this discrepancy, requested that the third-party work be corrected, and as a result, install bracing to structurally support Glass Doctor's product. Without notice, Azteca unilaterally and without justification back-charged Glass Doctor for this corrective work caused by third parties and deducted amounts agreed upon and owed to Glass Doctor.

14. Next, Azteca claimed at various times that Glass Doctor damaged the Project's drywall. Glass Doctor inspected the drywall and, despite clear evidence its representatives did not cause the damage, Glass Doctor made repairs at its own cost without charging Azteca in hopes that Azteca would finally pay the amounts owed and due.

15. As a result of Azteca's failure to pay, and prior to Glass Doctor fully completing its work on the Project, Glass Doctor issued a Stop Work Notice pursuant to the Texas Government Code. No payment was made within the prescribed period; therefore, Glass Doctor stopped work on the Project.

16. Azteca has not paid Glass Doctor anything on the amounts due and owed under the Agreement as well as the amount owed for the Repair Work. Instead, and in an apparent attempt

to force Glass Doctor to perform the remaining, yet minor, work on the Project, Defendants threatened to deduct thousands of dollars due and owed if Glass Doctor did not complete all of the work Defendants demanded, even though Defendants had not made any of their required and agreed upon payments.

17. Defendants claimed these deductions were due to their need to meet the Project's completion timeline with Tarrant County, as well as due to unidentified damage; damage believed to be invented as justification for the deductions. In reality, the deductions were created from whole cloth, not included in any agreement between the parties, and lodged as an excuse to string Glass Doctor along in Defendants' fraudulent scheme.

18. Azteca has recently deducted an additional \$5,000.00, at a minimum, from the amount it owes to Glass Doctor, claiming that Glass Doctor caused delays on the Project when the delays were caused by Azteca's unprofessional and impotent site management and non-payment.

19. Glass Doctor later discovered that Azteca has failed to pay numerous subcontractors on the Project. Therefore, Glass Doctor contends that Defendant Azteca is nothing more than a shell corporation employed to perpetuate Defendants' fraudulent scheme, and is propped up to personally benefit Defendant Castellano. Upon information and belief, Defendant Azteca is undercapitalized and cannot meet its obligations, or it has diverted corporate funds to benefit Defendant Castellano's political ambitions. Glass Doctor contends that Defendant Azteca has failed to follow corporate formalities, does not properly maintain corporate books and records, and is used and abused by Defendant Castellano as her own personal property, resulting in injustice and harm to Glass Doctor and others. These actions necessitate the Court determining that Glass Doctor may pierce the corporate veil and seek its damages directly from Defendant Castellano.

VII. CAUSES OF ACTION

Count 1 – Breach of Contract

19. Plaintiff re-alleges and incorporates the allegations contained in the above paragraphs as if fully stated herein.

20. Defendant Azteca entered into two binding contracts – the original Agreement, and a signed invoice related to the Repair Work.

21. Despite Glass Doctor’s performance and all conditions precedent met, Defendant Azteca failed to issue any payments for the Agreement or the invoice.

22. Defendant Azteca’s failure to pay has damaged Glass Doctor, preventing it from receiving the benefit of its bargain, namely, timely payment for work it performed.

Count 2 – Fraudulent Inducement

23. Plaintiff realleges and incorporates the above paragraphs as if fully set forth herein.

24. Defendants represented to Plaintiff on numerous occasions that Defendants would issue payment if Plaintiff continued its work on the Project. However, this was false, and Defendants either knew that such representations were false when they were made, or Defendants made them recklessly without any knowledge of their truth or falsity, because, upon information and belief, Defendants have been timely paid by Project’s owner, Tarrant County, for the work performed.

25. Defendants intended that Plaintiff rely on such representations and continue its work so that the Project would be completed on time. Plaintiff relied on these false representations and did continue work for some time, thus providing services to Defendants for which it has yet to be paid, and for which Glass Doctor would not have provided but for these misrepresentations regarding payment.

Count 3 – Negligent Misrepresentation

26. Plaintiff realleges and incorporates the above paragraphs as if fully set forth herein.

27. Defendants represented that Plaintiff would be paid if it continued working on the Project. Defendants' representations were false, and they did not exercise reasonable care in making them to Plaintiff. Plaintiff's reliance on these representations was justifiable, because Defendant was the general contractor for the Project's owner, Tarrant County, and it is reasonable to assume that Tarrant County would timely issue payment on the Project. Plaintiff relied on these false representations and did continue work for some time, thus providing services to Defendants for which it has yet to be paid.

Count 4 – Suit on Sworn Account

28. Plaintiff realleges and incorporates the above paragraphs as if fully set forth herein.

29. In its usual course of business, Plaintiff sold goods, services, and labor to Defendant Azteca related to the Project in Tarrant County, Texas. *See* Affidavit of Larry Patterson, attached hereto as Exhibit A. Defendants accepted those goods, services, and labor and became bound to pay Glass Doctor the agreed upon amounts, which are reasonable within the industry. *Id.*

30. Accounting for all just and lawful offsets, the balance of Sixty-Eight Thousand, One Hundred Thirty-One Dollars and Thirteen Cents (\$68,131.13) is past due, owed, and unpaid as of September 19, 2024. *Id.* Despite repeated requests for payment, Defendants have not paid any of the amounts owed and due. *Id.*

Count 5 – Unjust Enrichment

31. Plaintiff re-alleges and incorporates the allegations contained in the above paragraphs as if fully stated herein.

32. In the alternative that Defendants claim contracts between them and Glass Doctor did not exist, Plaintiff provided valuable materials and services to Defendants in the form of glass, installation services, and labor related to the same for the Project and Repair Work.

33. Defendants accepted those materials and services.

34. It is reasonable that Glass Doctor expected to be paid for those materials and services as it is in the business of providing those materials and services as an ongoing business venture. It is also reasonable that Defendants would expect to pay for those materials and services, as Azteca purports to be a general contractor in the construction industry.

Alter Ego / Piercing the Corporate Veil

35. Plaintiff re-alleges and incorporates the allegations contained in the above paragraphs as if fully stated herein.

36. Plaintiff alleges that Defendant Azteca was used by Defendant Castellano as her alter ego in order to act as a sham to perpetuate actual fraud and intended to employ that fraud to deceive Glass Doctor into performing additional work despite Defendants' intentions of not paying Glass Doctor for that work.

37. Plaintiff respectfully requests that the Court find that Defendant Azteca was nothing more than Castellano's piggy bank, routinely used to take advantage of Azteca's subcontractors, particularly Plaintiff Glass Doctor. Defendant Castellano should be found liable for Defendant Azteca's debts, jointly and severally owing Glass Doctor the amounts due.

VIII. ATTORNEY'S FEES

38. Plaintiff realleges and incorporates the above paragraphs as if fully set forth herein.

39. Because Defendants have breached the terms and conditions of the above-referenced Agreement and invoice for the Repair Work by failing to pay the amounts due and

owed, Plaintiff has retained the undersigned counsel and firm as its attorneys and has agreed to pay the firm's reasonable fees for their services in maintaining Plaintiff's claims until final judgment. Plaintiff is therefore entitled to recover those fees from Defendants pursuant to Texas law.

IX. DAMAGES

40. As a result of Defendants' actions described above, Plaintiff has suffered damages.

As such, Plaintiff seeks to recover from Defendants the following:

- A. Actual damages;
- B. Consequential damages;
- C. Statutory damages;
- D. Prejudgment and post-judgment interest;
- E. Attorney fees and costs;
- F. A finding that Plaintiff can pierce the corporate veil of Defendant Azteca and hold Defendant Castellano personally liable for Plaintiff's damages;
and
- G. Such other and further relief, both at law and in equity, to which Plaintiff may be justly entitled.

X. JURY DEMAND

41. Plaintiff hereby demands a trial by jury in this action.

XI. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein, and that upon final trial in this matter, the Court enter judgment in favor of Plaintiff and against Defendants for actual damages, consequential damages, statutory damages,

pre- and post-judgment interest at the maximum rate allowed by law, attorney fees and costs, declaratory relief, and such other and further relief, both at law and in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

/s/ Brett M. Chisum
Brett M. Chisum
State Bar No. 24101723
bchisum@mccathernlaw.com

McCATHERN PLLC
3710 Rawlins St., Suite 1600
Dallas, Texas 75219
Telephone: 214.741.2662
Facsimile: 214.741.4717

ATTORNEY FOR PLAINTIFF

CAUSE NO. _____

**PERUNA GLASS INC., d/b/a GLASS
DOCTOR OF NORTH TEXAS**

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IN THE DISTRICT COURT

Plaintiff,

v.

_____ **JUDICIAL DISTRICT**

**AZTECA DESIGNS, INC., d/b/a
AZTECA DESIGNS AND
CONSTRUCTION, and
CECILIA CASTELLANO**

Defendants.

TARRANT COUNTY, TEXAS

AFFIDAVIT OF LARRY PATTERSON

BEFORE ME, the undersigned authority, on this day personally appeared Larry Patterson, who being by me duly sworn, deposed as follows:

1. My name is Larry Patterson. I am over twenty-one (21) years of age, have never been convicted of a felony or a crime involving moral turpitude, have no legal disabilities, and am fully and legally competent to make this oath and affidavit, and I have personal knowledge of the facts stated herein, and they are all true and correct.

2. I am President for Peruna Glass, Inc. d/b/a Glass Doctor of North Texas ("Glass Doctor") and have held that position at all times relevant to this dispute. In my capacity as President, I have personal knowledge of the events and circumstances set forth below.

3. Glass Doctor is engaged in the glass services business. Glass Doctor provides glass, glass services, and glass installation for residential, automotive, and commercial clients.

4. I have read Plaintiff's Original Petition in this matter, and the facts stated in that document are within my personal knowledge and are true and correct. The claims contained therein are just and true, the amounts stated therein are accurate, are reasonable for the materials, services,

EXHIBIT A

and labor rendered and are due by Defendant Azteca Designs, Inc. d/b/a Azteca Designs and Construction (“Azteca”). All just and lawful offsets, payments and credits to this account have been allowed.

5. On or about November 27, 2023, Glass Doctor and Azteca entered into an agreement (the “Agreement”) for Glass Doctor to provide glass materials, services, and installation at a property owned by Tarrant County, located at 200 Taylor, Fort Worth, Texas 76102 (the “Project”). The amount owed to Glass Doctor pursuant to the Agreement was \$49,643.36. A true and correct copy of the Agreement is attached to this Affidavit as Exhibit A-1.

6. During the Project’s construction, another subcontractor allegedly caused damage to the Project. Azteca requested Glass Doctor supply replacement glass for which Azteca would pay pursuant to a Glass Doctor invoice. Azteca agreed to pay Glass Doctor an additional \$18,487.77 to complete the repair work, with payment due upon completion (the “Repair Work”). A true and correct copy of the invoice for the Repair Work is attached hereto as Exhibit A-2.

7. Pursuant to the Agreement and the signed invoice for the Repair Work, Glass Doctor purchased materials and provided those materials, its services, and labor to Azteca. Azteca accepted those materials, services and labor.

8. The agreed upon materials, services, and labor were rendered and memorialized in an exhibit to the Agreement, and in the Repair Work’s invoice, both of which were sent to and received by Azteca.

9. A systematic record of the amounts owed has been kept by Glass Doctor. After having allowed for all just and lawful offsets, payments and credits, the balance of Sixty-Eight Thousand, One Hundred Thirty-One Dollars and Thirteen Cents (\$68,131.13) is past due, owed, and unpaid as of September 19, 2024.

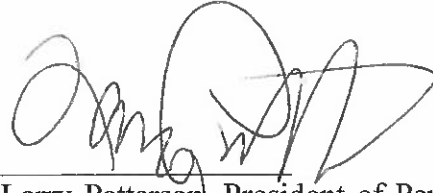
EXHIBIT A

10. I am the custodian of records for Exhibits A1 and A2 attached to this affidavit and incorporated herein by reference. These documents are the true and accurate records kept by Glass Doctor in the regular course of business, and it was the regular course of business for an employee or representative with knowledge of the act, event or condition recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original. The amounts stated in these records were agreed to by Azteca are reasonable in the industry for the materials, services, and labor rendered, and said amounts are due and owing by Azteca to Glass Doctor.

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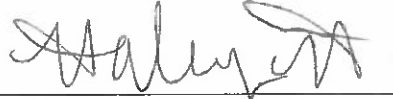
EXHIBIT A

Further Affiant Sayeth Not.



Larry Patterson, President of Peruna Glass, Inc., d/b/a Glass Doctor of North Texas

SWORN TO AND SUBSCRIBED before me on the 20th day of September, 2024.



Notary Public, State of Texas

Haley Hotcombe





20956 Somerset RD, Somerset, Texas 78069 Office: 210.375.1900

PROJECT AGREEMENT

ANY DISPUTE ARISING OUT OF THIS SUBCONTRACT IS SUBJECT TO ARBITRATION. THE ARBITRATION PROCEDURES ARE SET FORTH IN ARTICLE 14 OF THIS CONTRACT.

This Agreement made this 27TH day of NOVEMBER Year 2023, and effective the 27TH day of NOVEMBER, 2023, by and between AZTECA DESIGNS INC / dba AZTECA Designs and Construction, whose principle address is 20956 SOMERSET RD, SOMERSET TX 78069 hereinafter referred to as the "General Contractor" and GLASS DOCTOR OF NORTH TEXAS whose address is 2001 MIDWAY ROAD #121, CARROLTON TX 75006 hereinafter referred to as the "Subcontractor", project form part of the work on the following

<u>JOB NUMBER</u>	2023075
<u>PROJECT NAME & ADDRESS</u>	TARRANT COUNTY PLAZA BUILDING 3RD FLOOR FINISH-OUT RENOVATION 200 TAYLOR FORT WORTH TX 76102
<u>CONTRACT AMOUNT</u>	\$49,643.36

Notice to the Parties shall be given at the above addresses.

NOW, THEREFORE, in consideration of the mutual covenants herein made by General Contractor and Subcontractor, the parties mutually agree as follows:

1. Subcontractor promises, covenants, and agrees to furnish all labor, material, management, equipment, tools, services, and supplies and all other things necessary for the construction and completion of the following work as described in the following

Exhibits:

Exhibit A – Scope of Work

Exhibit B – Drawings and Schedule

Exhibit C – Wage Scales



20956 Somerset RD, Somerset, Texas 78069 Office: 210.375.1900

Exhibit D – List of Third-Party Subcontractors and/or suppliers

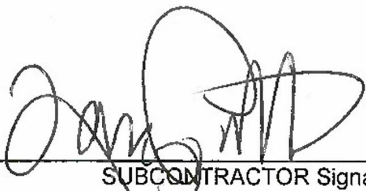
Exhibit E – Pay Application

Exhibit F – Waiver and Release forms

The Contract Documents for this Project Agreement (also called the “Subcontract” or the “Agreement”) consist of these General Provisions of Project Agreement.

The above-described Work is for the construction of the above-named project and will be performed in accordance with the Contract Documents as defined in the “General Provisions” of the General Contractor’s Project Agreement.

1. General Contractor agrees to pay Subcontractor for the described Work, and Subcontractor agrees to accept therefore, the sum of FORTY NINE THOUSAND SIX HUNDRED FORTY THREE DOLLARS AND 36/100 DOLLARS (\$49,643.36) such price including all taxes, including but not limited to state and local sales taxes, such payment to be made in accordance with the “General Provisions” of the General Contractor’s Project Agreement.
2. The General Provisions of General Contractor’s Project Agreement and any exhibits or additions attached or referenced therein are incorporated into and made a part of this Project Agreement.



 SUBCONTRACTOR Signature

Printed Name: Larry Patterson

Title: President

Date: 11/29/23

 GENERAL CONTRACTOR Signature

Printed Name: Julia Castellano

Title: CHIEF ESTIMATOR

Date: _____



GENERAL PROVISIONS OF PROJECT AGREEMENT

The Contract Documents for this Project Agreement (also called the "Agreement") consist of these General Provisions of the Project Agreement, Between AZTECA DESIGNS INC / dba AZTECA Designs and Construction hereinafter referred to as the "General Contractor or GC" and GLASS DOCTOR OF NORTH TEXAS hereinafter referred to as the "Subcontractor" and TARRANT COUNTY hereinafter called the "Owner".

The General Contractor and Subcontractor agree as follows:

1. SUBCONTRACTOR OBLIGATIONS

(a) The Subcontract price includes, and Subcontractor shall pay for, all labor; materials; tools; equipment; supplies; state, federal, local and all other applicable taxes; transportation; storage facilities; offices; telephones; shop drawings; competent supervision; temporary facilities and all other things necessary for performance of the work covered by this Subcontract Agreement. Subcontractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of Subcontractor's Work.

(b) Prior to starting the Subcontract Work, Subcontractor shall deliver to General Contractor an original Accord Certificate of Insurance and copies of endorsements acceptable to General Contractor which evidences the coverages and endorsements required herein and which states that the coverages afforded under the policies will not be canceled, terminated, or materially modified unless at least 30 days written notice is given to the General Contractor. If Subcontractor subcontracts any portion of the Subcontract Work, Subcontractor shall deliver to General Contractor for each of Subcontractor's subcontractors or employee leasing/staffing companies, an original Accord Certificate of Insurance which evidences the same coverage's and endorsements required herein. Upon request from General Contractor, Subcontractor shall deliver a copy of all policies of insurance required herein.

(c) If required by the GC, a Performance Bond, and a Payment Bond in a form satisfactory to the Contractor shall be furnished in the full amount of this Agreement. Any project over \$50,000.00 may require a Payment and Performance Bond. These bonds will be furnished by an insurance company on the list of Acceptable Sureties by the Department of the Treasury within the limits stated thereon.



2. CONTRACT DOCUMENTS

(a) The contract documents for this subcontract consist of this Agreement and any exhibits named herein, the General Contract (including all general and special conditions, plans, drawings, and specifications issued prior to the execution of this Agreement), along with all modifications to this Agreement to which both parties agree in writing.

(b) Subcontractor acknowledges that they have read the contract documents and are familiar with each part thereof affecting Subcontract Work. Subcontractor by examination has satisfied themselves as to the nature and location of the Work; the character, quantity, and kinds of materials necessary; the adequacy of any surface or subsurface conditions necessary to assure proper installation of Subcontractor's Work; the kinds and quantity of equipment needed; and other local conditions or matters affecting compliance with the contract documents. Further, Subcontractor is familiar with the respective rights, powers, benefits and liabilities of the GC and the Owner under the contract documents and hereby agrees to comply with and perform all provisions thereof which are applicable to the Subcontract Work.

(c) The Subcontractor agrees to be bound to the GC under this Agreement according to the same terms and conditions as the GC is bound to the Owner under the contract documents, specifications, and drawings. The Subcontractor shall assume and perform all the obligations and responsibilities of the GC under the contract documents, which pertain or relate to the scope of work in this Subcontract as described in Paragraph 2.

3. THE WORK

(a) Description of Work in strict accordance with all Contract Drawings, Specifications and Addenda as prepared by project engineer.

(b) The Subcontractor agrees that they are an independent contractor under this Agreement. The Subcontractor is solely responsible for, and has control over, all construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Subcontract Work.

(c) Further, the Subcontractor is fully responsible for, and has control over, all construction means, methods, techniques, sequences, procedures, and coordination of the Subcontract Work related to the safety of the Subcontractor's employees and any other persons working in the area of the Subcontract Work.

(d) In the event of a conflict between the contract documents as they apply to the subcontract

work, the more onerous or more expensive interpretation shall govern. Subcontractor agrees to perform its work in compliance with all applicable rules, regulations, ordinances pertaining to same.

4. TIME OF PERFORMANCE

(a) Time is of the essence of this Project Agreement.

(b) Subcontractor will proceed with the work in a prompt and diligent manner in accordance with General Contractor's construction schedules as amended from time to time. Subcontractor shall be liable for any damages for delay sustained by GC caused directly or indirectly by Subcontractor, including, but not limited to, damages, liquidated or otherwise, for which the GC is liable to the Owner.

~~(c) Liquidated damages for this project shall be \$500 per each consecutive calendar day beyond the specified 90-day completion time from the Notice to Proceed.~~

(d) In agreeing to perform the work in accordance herewith, Subcontractor has taken into account and has made allowances for delays which should be reasonably anticipated or foreseeable.

(e) IN THE EVENT THAT THE SUBCONTRACTOR'S PERFORMANCE OF THE WORK IS DELAYED OR INTERFERED WITH FOR ANY REASON OR FOR ANY PERIOD OF TIME BY ACTS OR OMISSIONS OF THE OWNER, GENERAL CONTRACTOR, OR OTHER SUBCONTRACTOR, SUBCONTRACTOR MAY REQUEST AN EXTENSION OF TIME FOR THE PERFORMANCE OF THE WORK, BUT SHALL NOT BE ENTITLED TO ANY INCREASE IN THE CONTRACT PRICE OR TO DAMAGES AS A CONSEQUENCE OF SUCH DELAYS OR INTERFERENCE EXCEPT TO THE EXTENT THAT THE CONTRACT DOCUMENTS ENTITLE CONTRACTOR TO COMPENSATION FOR SUCH DELAYS AND THEN ONLY TO THE EXTENT THAT THE GENERAL CONTRACTOR MAY ON BEHALF OF SUBCONTRACTOR ACTUALLY RECEIVE FROM THE OWNER MONIES FOR SUCH DELAYS. THE RECEIPT OF SAID SUMS BY THE CONTRACTOR SHALL BE A CONDITION PRECEDENT TO ANY OBLIGATION TO SUBCONTRACTOR.

(f) Subcontractor shall provide written notification to GC of any event for which compensation is sought under paragraph 3(d) within three days from the time said event begins.

5. PAYMENTS

(a) Upon Contract award, the Subcontractor and General Contractor will establish a schedule of values for the subcontractor's work.



- (b) Payments for Stored material shall be made only if the Owner and General Contractor approve. Any payments made for materials and equipment not incorporated in the work but delivered and stored at the specific site in the contract documents will be conditioned on submission by the subcontractor or vendor bills of sales stating owners title on all material. All stored material must be packaged and marked in a secured warehouse.
- (c) Material Billing: AZTECA Designs and Construction requires a lien waiver showing proof of payment for all material. In the absence of a lien waiver, we will write a joint check payable to the Subcontractor and to the Vendor. Invoices supporting amount of the pay application must be submitted with your draw.
- (d) Other Billings: At the onset of the job, we require accurate and complete list of vendors you will be using. The GC may require as a condition for partial payment that the Subcontractor submit lien waivers through the date and for the amount covered by the invoice and will require as a condition of final payment complete lien and claim waivers from the Subcontractor, suppliers, laborers, and sub subcontractors.
- (e) General Contractor reserves the absolute right to delete labor, materials, sections of the specifications or any other part, portion, or section of Subcontractor's work from this Subcontract. In such instance of deleted work, the GC will provide Subcontractor with a Change Order setting forth the deleted work and the amount to be deducted from the project agreement amount. The amount to be deducted from the agreement amount shall be the greater of the amount specified for the work on Subcontractor's bid or schedule of values or the amount Contractor could reasonably pay for the deleted work.
- (f) Payment shall be made by General Contractor to Subcontractor on a monthly basis as the Subcontractor's Work is performed in accordance with the following procedures: On the 10th day of each month (or three days before the date on which GC has agreed to submit its estimate to the Owner, if such date would be earlier in the month) Subcontractor shall submit to GC an itemized *Payment Application* or invoice of materials incorporated into the Work or suitably stored on the site and Work completed through the date of the *Payment Application*. The General Contractor, Architect and/or Owner shall have the right to receive from Subcontractor such data, vouchers, receipts, invoices or other documents or information as they may require in order to verify the information contained in



20956 Somerset RD, Somerset, Texas 78069 Office: 210.375.1900

Subcontractor's estimate. The General Contractor agrees to pay Subcontractor in monthly progress payments of ninety (90) percent of the value of the Work which has been completed and for which payment has been made by Owner to the General Contractor. The remaining ten (10) percent shall be retained by General Contractor for not less than (10) ten days after the entire work required by the Prime Contract has been fully completed in conformity with the Project Agreement Documents and has been delivered and accepted by Owner, Engineer and/or Architect and the GC, and until the General Contractor has received final payment from Owner.

NOTE: At the General Contractor's sole discretion, estimates submitted *after the submission date of any month may be held by the GC until the next submission date for processing;* however, in no event shall the GC be required to pay or forward to the Owner any estimate invoice or application for payment that has been submitted by Subcontractor more than sixty (60) days since the Work was performed. If satisfactory to the General Contractor, the estimate will be incorporated into the General Contractor's estimate and forwarded to the Owner for approval. Any variation from this schedule will be noted by General Contractor on the individual work orders.

Subcontractor acknowledges and agrees that General Contractor shall have no obligation to pay Subcontractor for work performed or materials furnished unless Subcontractor strictly complies with the payment procedures contained herein and that Subcontractor's failure to strictly adhere to such procedures shall give rise to the General Contractor's right to withhold payment. Any payments by General Contractor under this Subcontract shall be subject to final audit and adjustment. Subcontractor shall immediately reimburse General Contractor if there is any overpayment.

All monthly payments will be made 10 days after General Contractor has been paid by owner.

- (g) SUBCONTRACTOR AGREES TO ACCEPT THE RISK OF NON-PAYMENT IF OWNER DOES NOT PAY SUBCONTRACTOR'S CONSTRUCTION DRAWS OR FINAL PAYMENT TO GENERAL CONTRACTOR. OWNER'S PAYMENT TO GENERAL CONTRACTOR OF SUCH FUNDS SHALL BE AN EXPRESS CONDITION PRECEDENT TO ANY OBLIGATION OF GENERAL CONTRACTOR TO PAY SUCH FUNDS TO SUBCONTRACTOR.

- (h) All covenants and obligations of Contractor herein are performable in TARRANT County, Texas and specifically all sums of money payable to Subcontractor are payable in Bexar County, Texas.
- (i) Final Payment will be paid within thirty (30) days of the completion of all punch list work by Subcontractor if acceptance of and payment for the entire Prime Contract by the Owner, provided Subcontractor has invoiced for its retainage, but not before delivery of executed full and final releases of the Subcontractor and its laborers and suppliers and any warranties, guarantees, as-built drawings, test reports, etc. required by the General Contract Documents. In the event Subcontractor is unable to obtain full and final releases from all of its laborers and suppliers, General Contractor may hold all retainage until all time periods for asserting lien and/or bond claims by such laborers and suppliers have fully expired, and only upon such expiration of time shall the retainage become due to Subcontractor. Subcontractor acknowledges that written acceptance of Subcontractor's work from the Owner shall be an express **condition precedent** to final payment due the Subcontractor.
- (j) Progress payments or final payment may be withheld by General Contractor on account of defective work not remedied, claims filed, reasonable evidence indicating the probability of the filing of claims or reasonable doubt that the Subcontract can be completed for the balance of the Subcontract amounts then unpaid. General Contractor may offset against any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to General Contractor, whether arising out of this Subcontract.

6. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL FULLY PROTECT, INDEMNIFY, AND SAVE AND HOLD HARMLESS THE OWNER AND GENERAL CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIENS, LIABILITIES, ATTORNEYS' FEES, LOSSES AND EXPENSES, AND/OR CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH, OR IN THE COURSE OF OR INCIDENTAL TO ANY OF SUBCONTRACTOR'S WORK OR OPERATIONS HEREUNDER. SUBCONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS OWNER AND GENERAL CONTRACTOR AS STATED ABOVE SHALL APPLY IF AND TO THE EXTENT SUCH CLAIM, CAUSE OF ACTION, DEMAND, DAMAGE, LIEN, LIABILITY, FEE, LOSS OR EXPENSE IS CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OR BREACH OF CONTRACT BY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR IS OR MAY BE LIABLE OR IS CAUSED BY OR ARISES OUT OF THE USE OF ANY PRODUCTS, MATERIAL OR EQUIPMENT FURNISHED BY SUBCONTRACTOR.



7. CHANGE ORDERS

No alterations, additions or deletions shall be made in the materials to be furnished or the work to be performed under this Subcontract or the contract documents except pursuant to a written change order signed by General Contractor. The value of the materials or alterations, additions or deletions by written change order shall be determined by both the General Contractor and the Subcontractor and shall be added to or deducted from the contract sum. No extra charge will be processed unless accompanied by a signed change order.

(b) If Subcontractor receives a signed change order from the General Contractor but disputes the validity or amount of the change order, or if General Contractor disputes Subcontractor's contention that certain work warrants a change order, the Subcontractor shall promptly follow the directions of the General Contractor pending resolution of the dispute. The general contractor shall not be entitled to make a claim for extra work unless the Subcontractor has given the General Contractor written notice of the claim for extra compensation prior to the time that the claimed extra work begins. All claims for extra work done without the above-referenced written notice are waived.

8. PROTECTION OF OTHER'S WORK

In carrying out their work, Subcontractor shall take any and all necessary precautions to protect properly, the finished work of other trades, and the Owner from damages caused by their operations. Subcontractor shall promptly reimburse General Contractor and/or other Subcontractors for damages caused to their materials and work caused by Subcontractor or anyone under its control or authority. Should Subcontractor fail to pay promptly for such damages, General Contractor is hereby authorized to withhold an amount to cover such damages from any payments that become due hereunder or any other amounts General Contractor may owe Subcontractor. If Subcontractor deems that surface of work to which his work is to be applied or affixed is unsatisfactory or unsuitable, written notification of said condition shall be given to General Contractor before proceeding or taking on remedial action, otherwise Subcontractor shall be fully and solely responsible and liable for any and all expense, loss, or damages resulting from said condition and General Contractor shall be relieved of all liability in connection therewith.



9. CLEANUP

Subcontractor shall clean up and remove from the site, daily or as and when directed by General Contractor, all rubbish and debris resulting from its work. Also, Subcontractor shall clean up to the satisfaction of the inspectors all dirt, grease, marks, etc. on the walls, ceilings, floors, fixtures, etc. deposited or placed thereon as a result of the execution of this Subcontract Agreement. If Subcontractor refuses or fails to perform this cleaning as and when directed by GC, the General Contractor shall have the right and power to proceed with said cleaning and Subcontractor will, on demand, pay to General Contractor the actual cost of said labor, plus a reasonable percentage of such costs to cover supervision, insurance, overhead, and other costs. Should General Contractor so elect, General Contractor is hereby authorized, in the alternative, to withhold an amount to cover such cost from any payments that become due hereunder or any other amounts General Contractor may owe Subcontractor.

10. SAFETY

Subcontractor shall take all reasonable safety precautions with respect to his work, shall comply with all safety measures initiated by the General Contractor and with all applicable laws, ordinances, rules, regulations and orders of any government agency or political subdivision for the safety of any persons or property. Upon any accidents General Contractor must notify Subcontractor immediately. Subcontractor shall submit to General Contractor, within 2 days copies of all accident reports arising out of any injuries to his employees or those of any firm or individual to whom he may have sublet work or any property damage arising or alleged to have arisen on account of any work done by Subcontractor under this Subcontract. Subcontractor agrees that, prior to performing any work activities pursuant to this Agreement, it will evaluate the safety of the work in place and the working conditions in the area in which its employees and subcontractors will work and will notify GC in writing of any unsafe conditions or defective work in place and will further prevent its personnel and subcontractors from entering into any such area or performing any work in or around any such defective work. Failure of Subcontractor to notify GC of any unsafe condition or defective work prior to beginning work shall conclusively establish Subcontractor's acceptance of the work in place and safety of the working conditions related to its work.

11. ASSIGNMENT

Subcontractor shall not assign this Subcontract or any amounts due or to become due thereunder to any third party without prior written consent of the General Contractor and shall not subcontract the whole or any portion of this Subcontract without prior written consent of the General Contractor.



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12. WARRANTY

Subcontractor warrants that all materials and equipment furnished and incorporated by it in the job shall be new unless otherwise specified and that all work under this Subcontract will be performed in accordance with the contract documents and in a good and workmanlike manner. All work performed and materials furnished by Subcontractor must be satisfactory to the General Contractor and Owner and the warranties contained in this section shall be in addition to and not a limitation of any other warranty or remedies provided by law or contract documents.

13. BACKCHARGE

Should the Subcontractor fail at any time to supply a sufficient number of properly skilled workmen and/or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Subcontract work with promptness and diligence, or fail to promptly correct defective work, or fail in the performance of any of the agreements contained herein, the General Contractor may, in its sole discretion and without notice, provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Subcontractor under this Agreement. If no money or insufficient money is due to Subcontractor at the time of the operation of this paragraph, Subcontractor shall be directly liable to General Contractor for the loss and damages hereinabove described.

14. TERMINATION

(a) If the Subcontractor at any time shall refuse or neglect to supply sufficient, properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Subcontractor's Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of the GC or other subcontractors, or fail in performance of any of the covenants herein contained, or fail to pay suppliers, the General Contractor may, at its option and discretion, terminate the Subcontractor's employment by delivering written notice of termination to the Subcontractor. Thereafter, the General Contractor may take possession of the Project and Work, materials, tools, appliances, and equipment of the Subcontractor at the building site, and through himself or others provide labor, equipment, and materials to prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary. The General Contractor shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.



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b) The General Contractor may, at any time and without default of Subcontractor, terminate the whole or any part of this Agreement for the convenience of the GC. Subcontractor agrees that upon any such termination, the Subcontractor's sole remedy shall be payment of full value for all work properly performed, plus reasonable profit thereon, less all payments Subcontractor has previously received on account of such work performed. Subcontractor agrees to waive all claims for damages, including lost or anticipated profits, arising from, or related to any such termination by Contractor.

15. GOVERNING LAW

This Subcontract shall be governed by the Laws of the State of Texas.

16. ATTORNEYS FEES

A handwritten mark, possibly a signature or initials, in black ink, located to the left of the text in section 16.

~~In the event Subcontractor defaults in the performance of any of the terms, covenants, agreements or conditions of this Subcontract, and General Contractor seeks to enforce all or any part of this Subcontract, Subcontractor agrees to pay General Contractor's reasonable attorney's fees, whether suit is actually filed or not.~~

17. INTERPRETATION

Although the parties have utilized General Contractor's form, they agree and recognize that the language in said agreement is not to be construed against or for either party hereto. The parties hereto have caused these present to be signed as of the day and year first written above.

18. PRIVACY

To the fullest extent permitted by law, until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any work directly for Owner or any of its tenants or deal directly with the Owner's representative in connection with the Project, unless otherwise approved in writing by General Contractor. All work for this Project performed by Subcontractor shall be processed and handled exclusively by and through General Contractor.

19. OVERTIME

If any overtime is needed, **SUBCONTRACTOR** will need to notify AZTECA Designs' Project Manager to schedule work. AZTECA Design's Project Manager will arrange the work schedule with client __TARRANT COUNTY__ construction project manager.

20. BADGES

If identification badges are required for this project, please have them on site for the duration of the project.



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21. CERTIFIED PAYROLL

Certified Payroll must be submitted to AZTECA Designs, Inc. / dba AZTECA Designs and Construction, who will then have to submit to TARRANT COUNTY. Payroll must follow the Davis-Bacon Act, with an hourly minimum wage of \$7.25 for calendar year 2023, and all other provisions of the Davis-Bacon Act.

[Handwritten signature of Larry Patterson]

SUBCONTRACTOR Signature

GENERAL CONTRACTOR Signature

Printed Name: Larry Patterson

Printed Name: JULIA Castellano

Title: President

Title:

Date: 11/29/23

Date:

Phone No.: 972-271-6800

Phone No.: (210) 375-1900



20956 Somerset RD, Somerset, Texas 78069 Office: 210.375.1900

Exhibit "A"
Subcontractor Scope of Work

EXHIBIT A-1



a neighborly company

Glass Doctor of North Texas
2001 Midway Road #121
Carrollton, TX 75006
(469) 200-3355

Estimate 263699596
Job 291946
Estimate Date 11/20/2023
Technician Mike Mabry
Customer PO

Billing Address
Azteca Designs & Construction
20956 Somerset Road
Somerset, TX 78069 USA

Job Address
Tarrant County Plaza Building
200 North Taylor Street #301
Fort Worth, TX 76102 USA

Estimate Details

Interior Renovation

Task #	Description	Quantity	Your Price	Your Total
Metal/Storefront	A Entryway Provide and Install 5-panel approx. 198" x 108" frameless 1/2" glass entry way at Reception Area 301. Panels 1 and 5 to be full height 135° return panels, Panels 2 and 4 to be full height sidelites. Panel 5 to be approx. 72" x 108" pair of frameless 1/2" glass doors. Doors to be furnished with overhead concealed closers, back to back pulls, header mounted mag lock, and top/bottom rails.	1.00	\$47,170.95	\$47,170.95
-	B Entryway Provide and Install 5-panel approx. 179" x 108" frameless 1/2" glass entry way at Department Reception 344. Panels 1 and 5 to be full height 135° return panels, Panels 2 and 4 to be full height sidelites. Panel 5 to be approx. 72" x 108" pair of frameless 1/2" glass doors. Doors to be furnished with overhead concealed closers, back to back pulls, header mounted mag lock, and top/bottom rails.			
	D Conference Room Windows Provide and Install 6-panel approx. 327" x 66" clear aluminum storefront framed window wall at customer provided conference room knee wall as shown in elevation D. Glazing infill to be 1/4" clear tempered glass panes.			
	E Conference Room Entryway Provide and Install 5-panel approx. 258" x 108" entry and window configuration at conference room. Panels 1, 2, 3, and 5 to be approx. 48" x 62" clear aluminum storefront framed windows on customer provided kneewall. Glazing infill to be 1/4" clear tempered. Panel 4 to be hinge right 1/2" approx. 36" x 108" clear tempered glass door. Door to be furnished with overhead concealed closers, back to back pulls, header mounted mag lock, and top/bottom rails.			
	Please Note: Bracing, blocking, framing, provision/installation of access control components (including card reader), electrical/security integration, shop drawings, engineering, permits, or any scope not specifically called out in this estimate is by others and not included in this pricing package. Pricing subject to change upon final measure.			
MIRBCLRWP14	Provide and Install (2) 1/4" clear mirrors with safety backing and J-Channel. (1) in restroom 317, (1) at restroom 348. Please note: Pricing subject to change upon final measure.	1.00	\$1,182.60	\$1,182.60
Misc Flat	Provide and Install (1) approx. 48" x 42" frameless 1/4" clear tempered XO sliding pass thru window as shown in detail A4.03/C. Please Note: Pricing subject to change upon final measure.	1.00	\$1,269.86	\$1,269.86
1A01112	Fuel & Environmental Surcharge	1.00	\$19.95	\$19.95
			Sub-Total	\$49,643.36
			Material Tax	\$3,012.63
			Total	\$52,655.99

Thank you for your business! If you have any questions or concerns about this invoice, please contact us.

EXHIBIT A-1

I authorize Glass Doctor to perform the work on this estimate. The total charge for the work is \$52,655.99. Unless a prior contractual agreement exists, I acknowledge and agree to Glass Doctor's Terms and Conditions of Service which I can view at the following link. Terms and Conditions I agree to pay any outstanding balance in full upon completion of the work. If I have provided a credit card as payment on this estimate, I authorize Glass Doctor to charge my credit card on file for the balance due when the work is complete.



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Exhibit "B"

Drawings and Schedule



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Exhibit "C"

Wage Scales

Davis-Bacon Wage scale.



Exhibit "D"

List of Third-Party Subcontractors and/or suppliers

Please list all of your subcontractors and/or suppliers you anticipate using for the Project on this form and return to Owner at least 10 days prior to commencing your work. This form must be returned to us before your first pay request will be processed and it must be updated before all other pay requests are processed. If you will not be using any subcontractors or suppliers, please state that on this form, sign the bottom and return it.

I, the undersigned, hereby certify and swear that the following list of subcontractors and or suppliers, is complete, including any and all suppliers of labor and material to and for the Project.

Firm Amount Contact Person/Phone

Firm Amount Contact Person/Phone

Firm Amount Contact Person/Phone

Firm Amount Contact Person/Phone

Firm Amount Contact Person/Phone



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By _____

Date _____

Exhibit "E"
Pay Application

AZTECA requires that all pay applications be turned in no later than the 15th of each month on an AIA document with payroll records for backup as requested by TARRANT COUNTY.



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Exhibit "F" Waiver and Release Form

F-1 Conditional waiver for Progress Payments (Submit with each payment application)

F-2 Unconditional Waiver for Progress Payments (Submit when picking up progress payment. If payment is mailed, it must be submitted before next payment application will be approved.)

F-3 Conditional Waiver for Final Payment (Submit with final payment application.)

F-4 Payment Unconditional Waiver for Final (Exchange for final check.)



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Exhibit "F-1"
Conditional Waiver and release on Progress Payments

State of Texas §
County of Bexar §
S/V Commitment No.:

BEFORE ME, the undersigned has entered into an agreement with AZTECA Designs Inc., to furnish labor and/or materials and/ or equipment for improvements on the property described above (the "Project"), which may be more particularly described in an attached exhibit.

On receipt by the signer of this document of a check from AZTECA in the sum of \$ payable to Subcontractor/Seller and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of (owner) located at (location) to the flowing extent: All of the Work described in the Statement Summary below.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to AZTECA as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all the signer's laborers, subcontractor, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above- referenced project in regard to the attached statement(s) or progress payment request(s).

EXECUTED on this day of
By: Name and Title:

Subcontractor/Seller:
Address: City, State, Zip:

STATE OF §
COUNTY OF §

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day, of who personally appeared and is known to me to be the person and officer whose name is subscribed to the foreign instrument, and swore to me that the same was the act of said company, that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated that all the facts stated herein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of, to certify which witness my hand and seal of office.

My Commission Expires:
Notary Public

Printed Name:

Statement Summary: All labor, materials and equipment furnished through the following date:
Pending Changes: None, Except:

Notice: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT MAOUNTSET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITINAL RELEASE FORM.



20956 Somerset RD, Somerset, Texas 78069 Office: 210.375.1900

Exhibit "F-2"
Unconditional Waiver and Release on Progress Payments

State of Texas §
County of Bexar § S/V Commitment No.:

BEFORE ME, the undersigned has entered into an agreement with AZTECA Designs Inc., to furnish labor and /or materials and/ or equipment for improvements on the property described above (the "Project"), which may be more particularly described in an attached exhibit.

The signer of this document has been paid and has received a progress payment in the sum of \$ for all labor, services, equipment, or materials furnished to the property or to AZTECA on the property of (Owner) located at (location) to the flowing extent: All of the Work described in the Statement Summary below. Statement Summary Below. The signer therefore waives and releases any mechanic's lien right, any arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim or payment, and any rights under any similar ordinance, rule, statute related to claim or payment rights for persons in the signer's position that the signer has on the above-referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to AZTECA as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received form this progress payment to promptly pay in full all the signer's laborers, subcontractor, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above- referenced project in regard to the attached statement(s) or progress payment request(s).

EXECUTED on this day of
By: Name and Title:

Subcontractor/Seller:
Address: City, State, Zip:

STATE OF §
COUNTY OF §

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day, of who personally appeared and is known to me to be the person and officer whose name is subscribed to the foreign instrument, and swore to me that the same was the act of said company, that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated that all the facts stated herein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of, to certify which witness my hand and seal of office.

My Commission Expires:
Notary Public

Printed Name:

Statement Summary: All labor, materials and equipment furnished through the following date:
Pending Changes: None, Except:



20956 Somerset RD, Somerset, Texas 78069 Office: 210.375.1900

Exhibit "F-3"
Conditional Waiver and release on Final Payment

State of Texas §
County of Bexar § S/V Commitment No.:

BEFORE ME, the undersigned has entered into an agreement with AZTECA Designs Inc., to furnish labor and /or materials and/ or equipment for improvements on the property described above (the "Project"), which may be more particularly described in an attached exhibit.

On receipt by the signer of this document of a check from AZTECA in the sum of \$ payable to Subcontractor/Seller and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of (owner) located at (location) to the flowing extent: All of the Work described in the Statement Summary below.

This release covers the final payment for all labor, services, equipment, or materials furnished to the property or to AZTECA

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all the signer's laborers, subcontractor, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project up to date of this waiver and release.

EXECUTED on this day of
By: Name and Title:

Subcontractor/Seller:
Address: City, State, Zip:

STATE OF §

COUNTY OF §

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day, of who personally appeared and is known to me to be the person and officer whose name is subscribed to the foreign instrument, and swore to me that the same was the act of said company, that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated that all the facts stated herein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of to certify which witness my hand and seal of office.

My Commission Expires:
Notary Public

Printed Name:

Statement Summary: All labor, materials and equipment furnished through the following date:
Pending Changes: None, Except:

Notice: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT MAOUNTSET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITINAL RELEASE FORM.



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Exhibit "F-4"
Unconditional Waiver and Release on Final Payment

State of Texas §
County of Bexar § S/V Commitment No.:

County of Bexar

BEFORE ME, the undersigned has entered into an agreement with AZTECA Designs Inc., to furnish labor and /or materials and/ or equipment for improvements on the property described above (the "Project"), which may be more particularly described in an attached exhibit.

The signer of this document has been paid in full for all labor, services , equipment, or materials furnished to the property or to AZTECA on the property of _____ (Owner) located at _____ (location) to the flowing extent: All of the Work performed on the project. The signer therefore waives and releases any mechanic's lien right, any arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim or payment, and any rights under any similar ordinance, rule, statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received form this progress payment to promptly pay in full all the signer's laborers, subcontractor, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above- refenced project in regard to the attached statement(s) or progress payment request(s).

EXECUTED on this _____ day of _____

By: _____ Name and Title: _____

Subcontractor/Seller: _____

Address: _____ City, State, Zip: _____

STATE OF _____ §

_____ §

COUNTY OF _____ §

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day, _____ of _____ who personally appeared and is known to me to be the person and officer whose name is subscribed to the foreign instrument, and swore to me that the same was the act of said company, that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated that all the facts stated herein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

My Commission Expires:

Printed Name: _____

Statement Summary: All labor, materials and equipment furnished through the following date: _____

Pending Changes: None, Except: _____

EXHIBIT A-2



Glass Doctor of North Texas
2001 Midway Road #121
Carrollton, TX 75006
(469) 200-3355

Invoice 302629
Invoice Date 6/14/2024
Completed Date 6/14/2024
Technicians 8- SPEC OPS
COMMERCIAL
UNASSIGNED
Alexis Diaz
Daniel Eagle
Eric Benson
James Brice

Customer PO
Payment Term Due Upon Receipt
Due Date 6/14/2024

Job Address
Tarrant County Plaza Building
200 North Taylor Street #301
Fort Worth, TX 76102 USA

Billing Address
Azteca Designs & Construction
20956 Somerset Road
Somerset, TX 78069 USA

Description of Work

added to chases click-up -AM

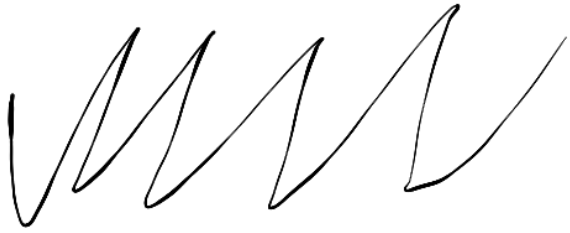
Task #	Description	Quantity	Your Price	Your Total
Misc Flat	Provide and Install (1) 1" OA High performance Viracon insulated glass unit from building attic stock via rappelling access. Additionally, provide and install (1) 1" OA High performance tempered insulated glass unit to building attic stock for replenishment. Material: \$13,667.82 Labor: \$4,800.00 (4 men, 5 hours @ \$320.00/hour + (2) Rappelling Drops @ \$1,600.00/EA) Please Note: Pricing subject to change if existing attic stock glass is not suitable for installation. Glass Doctor cannot warranty materials we do not provide and install. Glass Doctor is not responsible for accidental breakage of existing glass/damage to existing face cap. Next ship date is 6/24 and the order is required to be released 6 weeks in advance.	1.00	\$18,467.82	\$18,467.82
1A01112	Fuel & Environmental Surcharge	1.00	\$19.95	\$19.95
			Sub-Total	\$18,487.77
			Tax	\$0.00
			Total Due	<u>\$18,487.77</u>
			Balance Due	\$18,487.77

Thank you for your business! If you have any questions or concerns about this invoice, please contact us.

I authorize Glass Doctor to perform the work on this estimate. The total charge for the work is \$18,487.77. Unless a prior contractual agreement exists, I acknowledge and agree to Glass Doctor's Terms and Conditions of Service which I can view at the following link. Terms and Conditions I agree to pay any outstanding balance in full upon completion of the work. If I have provided a credit card as payment on this estimate, I authorize Glass Doctor to charge my credit card on file for the balance due when the work is complete.

6/14/2024

I find and agree that all work performed by Glass Doctor of North Texas has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the Glass Doctor. I authorize Glass Doctor to charge my credit card on file for the final amount due.

A handwritten signature in black ink, consisting of several stylized, overlapping loops and curves, positioned in the upper left quadrant of the page.

6/14/2024